

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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CHARLES BOYD,

Plaintiff,

23-cv-2330 (AT)

- against-

ANSWER

LAYER CAKE CREATIVE SERVICES LLC,
MICHAEL CLARK and SHANE CLARK,

Defendants.
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Defendants Layer Cake Creative Services LLC, Michael Clark and Shane Clark
("Defendants"), by and through their undersigned attorneys, as and for their Answer to the
Complaint by Charles Boyd ("Plaintiff") in this action, state as follows:

1. To the extent it concerns them, Defendants deny the allegations in Paragraph 1 of the Complaint.
2. The allegations in Paragraph 2 of the Complaint consist primarily of legal conclusions, to which no response is required. To the extent a response is required, Defendants deny the allegations, and state further that Plaintiff withdrew from the stated partnership prior to the commencement of this action
3. Defendants admit the allegations in Paragraph 3 of the Complaint.
4. Defendants admit the allegations in Paragraph 4 of the Complaint.
5. Defendants deny the allegations in Paragraph 5 of the Complaint.
6. Defendants deny the allegations in Paragraph 6 of the Complaint.
7. Defendants deny the allegations in Paragraph 7 of the Complaint.

8. The allegations in Paragraph 8 of the Complaint consist of a rehash of the legal conclusions in the Complaint, to which no response is required. To the extent a response is required, Defendants deny the allegations.

9. The allegations in Paragraph 9 of the Complaint consist of legal conclusions, to which no response is required.

10. The allegations in Paragraph 10 of the Complaint consist of legal conclusions, to which no response is required.

11. The allegations in Paragraph 11 of the Complaint consist of legal conclusion, to which no response is required.

12. Defendants deny knowledge or information sufficient to respond to the allegations in Paragraph 12 of the Complaint, except deny that Plaintiff is a one-third owner of Grind Coffee.

13. Defendants admit the allegations in Paragraph 13 of the Complaint.

14. Defendants admit the allegations in Paragraph 14 of the Complaint, except deny that Defendant Shane Clark owns one-third of Grind Coffee and state further that Ms. Clark owns one-half (not one-third) of Grind Coffee.

15. Defendants admit the allegations in Paragraph 15 of the Complaint, except deny that Defendant Michael Clark owns one-third of Grind Coffee and state further that Mr. Clark owns one-half (not one-third) of Grind Coffee.

16. The allegations in Paragraph 16 of the Complaint consist of a rehash of the legal conclusions in the Complaint, to which no response is required.

17. Defendants deny the allegations in Paragraph 17 of the Complaint.

18. Defendants deny the allegations in Paragraph 18 of the Complaint.

19. Defendants deny the allegations in Paragraph 19 of the Complaint.
20. Defendants deny the allegations in Paragraph 20 of the Complaint.
21. Defendants deny the allegations in Paragraph 21 of the Complaint.
22. Defendants deny the allegations in Paragraph 22 of the Complaint.
23. Defendants deny the allegations in Paragraph 23 of the Complaint.
24. Defendants repeat their responses to the foregoing paragraphs.
25. The allegations in Paragraph 25 of the Complaint consist of legal conclusion, to which no response is required.
26. Defendants deny the allegations in Paragraph 26 of the Complaint.
27. Defendants deny the allegations in Paragraph 27 of the Complaint.
28. Defendants deny the allegations in Paragraph 28 of the Complaint.
29. Defendants deny the allegations in Paragraph 29 of the Complaint.
30. Defendants deny the allegations in Paragraph 30 of the Complaint.
31. Defendants deny the allegations in Paragraph 31 of the Complaint.
32. The allegations in Paragraph 32 of the Complaint consist of legal conclusion, to which no response is required.
33. Defendants repeat their responses to the foregoing paragraphs.
34. The allegations in Paragraph 34 of the Complaint consist of legal conclusion, to which no response is required.
35. Defendants deny the allegations in Paragraph 35 of the Complaint.
36. Defendants deny the allegations in Paragraph 36 of the Complaint.
37. Defendants deny the allegations in Paragraph 37 of the Complaint.
38. Defendants deny the allegations in Paragraph 38 of the Complaint.

39. The allegations in Paragraph 39 of the Complaint consist of legal conclusion, to which no response is required.

40. Defendants repeat their responses to the foregoing paragraphs.

41. The allegations in Paragraph 41 of the Complaint consist of legal conclusion, to which no response is required.

42. Defendants deny the allegations in Paragraph 42 of the Complaint.

43. Defendants deny the allegations in Paragraph 43 of the Complaint.

44. Defendants deny the allegations in Paragraph 44 of the Complaint.

45. The allegations in Paragraph 45 of the Complaint consist of legal conclusion, to which no response is required.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

Plaintiff's claims are barred, in whole or in part, because Plaintiff has not stated any claim upon which relief may be granted.

SECOND AFFIRMATIVE DEFENSE

Plaintiff's claims are barred, in whole or in part, by the doctrine of laches.

THIRD AFFIRMATIVE DEFENSE

Plaintiff's claims are barred, in whole or in part, by the doctrine of waiver.

FOURTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred, in whole or in part, by the doctrine of estoppel.

FIFTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred, in whole or in part, by the doctrine of unclean hands.

SIXTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred, in whole or in part, because Plaintiff has suffered no damages as a result of any act or omission by Defendants.

SEVENTH AFFIRMATIVE DEFENSE

Defendants assert each and every defense available to them under applicable law. Defendants reserve the right to assert additional defenses.

EIGHTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred, in whole or in part, because Plaintiff has materially breached all contractual agreements between and among Plaintiff and Defendants.

NINTH AFFIRMATIVE DEFENSE

Having voluntarily withdrawn from the partnership at issue prior to the date this action was commenced, Plaintiff lacks standing to bring this action.

WHEREFORE, Defendants respectfully request that the Court:

- A. Dismiss the Complaint in its entirety;
- B. Award Defendants all costs, including attorneys' fees, to which they are entitled under the terms of the governing agreements or by operation of law; and
- C. Award Defendants such other and further relief as the Court deems just and proper.

Dated: New York, New York
May 9, 2023

STROPHEUS LLC
Attorneys for Defendant

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